

## SERVICE AGREEMENT

This AGREEMENT is entered into effective as of the 16th day of September, 2016, by and between affiliate(s) of Colony Capital, Inc. listed on Exhibit A-1 which own the applicable Project(s) (hereinafter referred to as "OWNER"), whose address is 13727 Noel Road, Suite 750, Dallas TX 75240, having CBRE, INC., (hereinafter referred to as "MANAGER"), whose address is 4520 Main, Suite 600, Kansas City MO 64111 as its Agent, and Schefers Roofing Company, (hereinafter referred to as "CONTRACTOR"), whose address is PO Box 326, Grain Valley MO 64029.

WHEREAS, MANAGER requires professional services and other related services in and around those properties (the "Project") owned by an Owner and described on Exhibit A-2 attached hereto; and

WHEREAS, CONTRACTOR has the expertise to provide such services; and

WHEREAS, MANAGER desires that such expertise mentioned above and as hereinafter more fully described be provided to MANAGER by CONTRACTOR; and

WHEREAS, the CONTRACTOR is willing to provide such expertise;

NOW, THEREFORE, for the consideration hereinafter expressed, OWNER proposes and CONTRACTOR agrees to accept the responsibility as set forth by this Agreement to act as an independent contractor subject to the following terms and conditions:

### ARTICLE I: CONTRACTOR'S DUTIES AND RESPONSIBILITIES

The CONTRACTOR, an independent contractor of OWNER, will furnish all tools, materials, labor, equipment and other items necessary to perform overlay of existing roof with new TPO roof at 10715 NW Airworld Drive, KCMO per PSI's specifications and other related services as more fully described in Exhibit B attached hereto and incorporated herein (the "Services").

CONTRACTOR is advised that each invoice for payment under this Agreement shall be addressed as follows:

Colfin Cobalt  
Box-00-(kb \_\_\_\_\_)-kk8863b  
P.O. Box 209262  
Austin, TX 78720-9262

Failure to address invoices as indicated above may seriously affect processing time.

#57918v5



CONTRACTOR agrees that CONTRACTOR will at all times faithfully, industriously and to the best of CONTRACTOR'S ability, experience and talent, perform all the duties that may be required of and from CONTRACTOR pursuant to the expressed and implicit terms hereof.

CONTRACTOR agrees that Brad Ashley, CPM brad.ashley@ebre.com of MANAGER shall be the person to whom CONTRACTOR will submit all documents and reports, and receive general guidelines and direction in association with the services to be performed by CONTRACTOR. Performance objectives and related criteria and project specifications for the CONTRACTOR, in line with the above described duties and responsibilities, will be determined from time to time by the parties hereto.

## ARTICLE 2: COMPENSATION

The total fee to be paid to CONTRACTOR by OWNER, through MANAGER, for all services performed by CONTRACTOR in connection with this Agreement is as follows:

XXX A fee not to exceed \$ \_\_\_\_\_ per hour and not to exceed \$668,853.00 in the aggregate and payable within thirty (30) days after the later of (i) final completion and acceptance of the services by OWNER; (ii) delivery of an accurate invoice by CONTRACTOR to OWNER; and (iii) CONTRACTOR'S delivery of a final lien waiver.

\_\_\_\_\_ and \_\_\_\_\_/100 Dollars (\$ \_\_\_\_\_) per \_\_\_\_\_, payable within ten (10) days after the later of (i) final completion and acceptance of the services by OWNER; (ii) delivery of an accurate invoice by CONTRACTOR to OWNER; and (iii) CONTRACTOR'S delivery of a final lien waiver.

XXX See Compensation Addendum as part of Exhibit A-2.

## ARTICLE 3: TERM OF AGREEMENT

The work to be performed under this Agreement shall commence upon September 14, 2016, and shall terminate on December 31, 2016, unless terminated earlier under any other provision of this Agreement.

## ARTICLE 4: DEFAULT AND TERMINATION

This Agreement may be terminated at any time during the term of this Agreement by MANAGER or OWNER without cause upon ten (10) days written notice to CONTRACTOR of said party's intent to so cancel. [To be used only if CONTRACTOR is an individual]:

[Notwithstanding the above, this Agreement, along with MANAGER'S obligation for payment of CONTRACTOR'S compensation, will terminate immediately upon the death of CONTRACTOR, or upon the inability of CONTRACTOR, due to injury or disability, to perform the work under this Agreement to the satisfaction of MANAGER.] Upon such termination, CONTRACTOR shall be compensated for all services performed to date of termination. This Agreement may also be terminated by MANAGER, OWNER or CONTRACTOR for breach of contract upon five (5) days written notice to the other party and opportunity to cure. Upon termination of this Agreement, all original documents, drawings, notes and other work products associated with the services hereunder will be delivered immediately to MANAGER. This Agreement shall be terminable by MANAGER, OWNER or CONTRACTOR forthwith in the event the other shall seek the protection or be placed under the jurisdiction of any bankruptcy court, shall be or become insolvent or shall make an assignment for the benefit of creditors. For the purpose of notice to OWNER as provided herein OWNER'S address is as follows:

c/o Colony Capital, Inc.  
13727 Noel Road, Suite 750  
Dallas TX 75240

#### ARTICLE 5: INDEPENDENT CONTRACTOR STATUS

It is expressly agreed that CONTRACTOR and its employees are not employees of MANAGER or OWNER but are independent contractors and as such, neither CONTRACTOR nor its employees has any authority to act for or on behalf of MANAGER or OWNER or to bind MANAGER or OWNER to any contract or in any other manner except as provided in this Agreement. Further, CONTRACTOR will pay the cost of contribution, assessments or taxes of any nature in connection with the services to be performed under this Agreement imposed upon CONTRACTOR as an independent contractor. CONTRACTOR understands and agrees that under this contractual arrangement CONTRACTOR'S employees are not eligible to share in any of the employee benefits ordinarily received by employees of the MANAGER or OWNER.

#### ARTICLE 6: INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS MANAGER, OWNER AND THEIR AGENTS, AFFILIATES AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO ATTORNEY'S FEES, WHETHER INCURRED IN THE INVESTIGATION OR DEFENSE OF SAME, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF ITS SERVICES, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE (1) IS ATTRIBUTABLE TO BODILY OR PERSONAL INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (2) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR, ANYONE FOR WHOSE ACTS ANY OF

THEM MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONAL ACT OF MANAGER, OWNER OR OTHER PARTY INDEMNIFIED HEREUNDER [THE FOREGOING INDEMNITY DOES NOT APPLY IF CAUSED IN WHOLE (I.E. SOLELY) BY MANAGER, OWNER OR OTHER PARTY INDEMNIFIED HEREUNDER]. THE PROVISIONS OF THIS ARTICLE 6 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

#### ARTICLE 7: RIGHT OF INSPECTION AND AUDIT

MANAGER reserves the right for MANAGER'S accountants, attorneys, agents, employees, or others appointed by MANAGER, to inspect, copy, and audit, and conduct examinations, without notification, during normal business hours, of the books, records and accounts maintained for MANAGER by CONTRACTOR no matter where such books and records are located. MANAGER also reserves the right to perform any and all additional audit tests relating to CONTRACTOR'S activities at any office of the CONTRACTOR; provided that such audit tests are related to those activities performed by CONTRACTOR for MANAGER.

#### ARTICLE 8: NON-ASSIGNABILITY OF AGREEMENT

CONTRACTOR agrees that this Agreement shall not be assigned, transferred or shared by CONTRACTOR with any other person, firm, or corporation without the prior written notification and approval of MANAGER. CONTRACTOR agrees that this Agreement is assignable by MANAGER to OWNER and its assignees.

#### ARTICLE 9: COMPLIANCE WITH LAWS AND REGULATIONS

CONTRACTOR shall comply with federal, state, county, and municipal laws, ordinances, regulations, and orders and with the rules, regulations or orders of the local board of fire underwriters or other similar body bearing on the performance by the CONTRACTOR of the duties or responsibilities under this Agreement.

CONTRACTOR shall promptly remedy any violation of any such law, ordinance, rule, regulation, or order that comes to its attention. CONTRACTOR shall promptly, and in no event later than the close of the next business day following receipt, give notice to MANAGER by telephone, with confirmation in writing, of receipt by CONTRACTOR of any information relating to violations of laws, ordinances, rules, regulations, and orders.

CONTRACTOR represents and warrants to, and covenants with, MANAGER and OWNER that (i) neither CONTRACTOR nor any of its owners or affiliates currently are, or shall be at any time during the term hereof, in violation of any laws relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws"), including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and regulations of the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) related to Specially Designated Nationals and Blocked Persons (SDN's (OFAC Regulations), and/or the Uniting and Strengthening America by



Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "USA Patriot Act"); (ii) neither CONTRACTOR nor any of its owners, affiliates, investors, officers, directors, employees, vendors, subcontractors or agents is or shall be during the term hereof a "Prohibited Person" which is defined as follows: (1) a person or entity owned or controlled by, affiliated with, or acting for or on behalf of, any person or entity that is identified as an SDN on the then-most current list published by OFAC at its official website, <http://www.treas.gov/offices/eotf/oc/ofac/sdn/t11sdn.pdf> or at any replacement website or other replacement official publication of such list, and (2) a person or entity who is identified as or affiliated with a person or entity designated as a terrorist, or associated with terrorism or money laundering pursuant to regulations promulgated in connection with the USA Patriot Act; and (iii) CONTRACTOR has taken appropriate steps to understand its legal obligations under the Anti-Terrorism Laws and has implemented appropriate procedures to assure its continued compliance with such laws. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless MANAGER and OWNER, their officers, directors, agents and employees, from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing representations, warranties and covenants. At any time and from time-to-time during the term, CONTRACTOR shall deliver to MANAGER or OWNER within ten (10) days after receipt of a written request therefor, a written certification or such other evidence reasonably acceptable to MANAGER or OWNER evidencing and confirming CONTRACTOR'S compliance with this Section

#### ARTICLE 10: SOLICITATION OF EMPLOYEES

CONTRACTOR shall not, during the term of this Agreement nor for a period of one (1) year after the termination or expiration of this Agreement, solicit for employment or employ whether as an employee or independent contractor, any person who is or has been employed by MANAGER or OWNER during the term of this Agreement without the prior written consent of OWNER and MANAGER.

#### ARTICLE 11: PROPRIETARY INFORMATION

It is understood between the parties hereto that during the term of this Agreement CONTRACTOR may be dealing with confidential information and processes which are MANAGER'S or OWNER'S property, used in the course of its business. CONTRACTOR agrees that during the term of this Agreement and at all times thereafter, CONTRACTOR will not disclose to anyone, directly or indirectly, any of such confidential matters, or use them other than in the course of work under this Agreement. All documents which CONTRACTOR prepares or which may be given to CONTRACTOR in the course of this contract work shall be deemed confidential information and is the exclusive property of MANAGER and OWNER and shall remain in MANAGER'S possession. Under no circumstances shall any such information or documents be removed from MANAGER'S possession without MANAGER'S written consent thereto first being obtained by CONTRACTOR.

#### ARTICLE 12: INSURANCE

CONTRACTOR shall provide MANAGER with evidence of the insurance coverage to be maintained at CONTRACTOR'S expense in accordance with the terms and provisions of Exhibit C attached hereto and made a part hereof.

#### ARTICLE 13: PUBLICITY

CONTRACTOR agrees to submit to MANAGER and OWNER all advertising, sales promotion and other publicity matters relating to any service provided under this Agreement wherein MANAGER or OWNER, their parents, any subsidiary or affiliated businesses' name is mentioned or language is used from which the connection therewith may reasonably be inferred or implied; and CONTRACTOR further agrees not to publish or use such advertising, sales promotion or publicity matter without the prior written consent of MANAGER and OWNER.

#### ARTICLE 14: MISCELLANEOUS PROVISIONS

This Agreement: (a) supersedes all prior written agreements between the parties with respect to the same subject matter, and fully sets forth the understanding of the parties with respect to the subject hereof; (b) shall not be modified except by written agreement of the parties; (c) shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted; and (d) shall be interpreted in accordance with the laws of the State in which the work is to occur.

The failure of either party at any time to require the performance by the other of any of the terms or provisions hereof shall in no way affect the right of that party thereafter to enforce the same; nor shall the waiver by either party of any breach of any of the terms or provisions hereof be taken or held to be a waiver of any succeeding breach of any such term or provision, or as a waiver of the term of or provision itself.

CONTRACTOR agrees that no liability shall attach in favor of the CONTRACTOR as against any officer, director, member, agent or employee of MANAGER or OWNER; but that CONTRACTOR shall look solely to the assets of MANAGER for satisfaction of this Agreement.

If either party files suit against the other to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of said suit, including reasonable attorneys' fees.

Each person executing this Agreement on behalf of Consultant warrants that (i) Consultant is an authorized and existing corporation, partnership, limited partnership or limited liability company, (ii) is qualified to do business in the state in which the Property is located, (iii) has the right and authority to enter into this Agreement, and (iv) each person signing on behalf of the Consultant is authorized to do so.

If the application of any provision of this Agreement, whether in whole or in part, shall be held invalid or unenforceable, in general or in any instance, the remainder of this Agreement shall not be affected by such holding and shall be fully enforced.

CONTRACTOR AND OWNER HEREBY EACH WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ONE PARTY AGAINST THE OTHER WITH RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF CONTRACTOR AND OWNER HEREUNDER.

All notices or other communications hereunder shall be in writing and shall be deemed duly given if addressed and delivered to the respective parties' addresses, as set forth in the Agreement: (i) in person; (ii) by Federal Express or similar overnight carrier service; or (iii) by certified or registered return receipt requested, postage prepaid mail. Such notices shall be deemed received upon the earlier of receipt or, if mailed by certified or registered mail, three (3) days after such mailing. MANAGER, OWNER and CONTRACTOR may from time to time, by written notice to the other, designate another address for receipt of future notices.

This Agreement is executed as of the dates indicated below to be effective as of the day and year first above written.


OWNER:

CONTRACTOR:

[As indicated on Exhibits A-1 and A-2]

Schefers Roofing Company

By: CBRE, INC., as Agent for OWNER

By:   
Name: Brad Ashley, CPM  
Title: Associate Director  
Date: 9/16/16


By:   
Name: Douglas Mackesty  
Title: VP  
Date: 10/3/16

EXHIBIT A-1

OWNER ENTITIES

- *Colfin Cobalt F-II Owner, LLC*

#57918v5



Ex A-2

Bid dated 9/13/16 (Rev2) for a TPO roof overlay at 10715 NW Airworld Dr, KCMO per  
PSI's specifications and revisions.

Total \$688,853.00

Includes roof safety ladder installation per PSI's spec

Owner agrees to make monthly progress payments per a mutually agreeable payment schedule. Invoices shall generate on or about the 25<sup>th</sup> of each month.

Job shall commence within 74 days of date of contract, and shall be completed within 50 days, excluding, weather delays.

Sample steel safety enclosure, with gate:

[http://www.bestmaterials.com/detail.aspx?ID=15580&utm\\_source=bing&utm\\_medium=ep](http://www.bestmaterials.com/detail.aspx?ID=15580&utm_source=bing&utm_medium=ep)  
c

Contractor shall use best efforts to complete roof prior to 12/31/16.



PO Box 326 Grain Valley, MO 64029 816.847.1002 Fax: 816.847.7216 [www.scheffersroofing.com](http://www.scheffersroofing.com)

September 13, 2016  
Proposal #16268R2

Col Fin Cobalt Owner I-II LLC

RE: Haldex Brakes  
10715 NW Airworld Dr.  
Kansas City, MO 64153

Per your request, the following is our proposed scope of work on the above referenced project. We propose to furnish all labor, materials and equipment to provide and install a new roof system on facade addition, and new edge metal and fascia on entire building. We have received one (1) addendum as of August 23, 2016.

**Base Bid**

**Thermoplastic Polyolefin (TPO) Roofing**

**SPECIFIC INCLUSIONS:**

1. Furnish and install eight (8) 8" roof drains and adjacent 5" overflow roof drains to new height of roof system.
2. Furnish and install 3" tapered cut 1# density expanded polystyrene (EPS) roof insulation in existing standing seam metal panels. Flute fillers will be loose laid.
3. Furnish and install 1/4" Johns Manville Invinisa high density cover board over flute fillers. Cover board and flute fillers will be mechanically attached simultaneously through all layers into existing standing seam roof.
4. Furnish and install tapered insulation at existing curbs. (Crickets)
5. Over the new insulation board furnish and install a new Johns Manville white mechanically attached reinforced 60 mil TPO roof system, heat weld all laps in membrane. After seaming is performed, check all seams for water tightness. All seams will be heat welded. Membrane will be in-seam fastened into existing structural standing seam metal panels at 6" o.c. using Johns Manville Extra High Load fasteners.
6. Walk pads on service side of units.
7. Furnish and install one (1) Bilco Bil-Guard roof hatch railing system to existing roof hatch.
8. Furnish and install all necessary roof top projection membrane flashing including membrane wall flashing, HVAC curbs, vent pipes and overflow scuppers.
9. Provide a 20 year "No Dollar Limit" labor and material manufactures warranty.

**SPECIFIC EXCLUSIONS:**

1. Wood blocking
2. Replacement of standing seam metal panels.
3. Replacement of existing internal gutter.
4. Ridge vents. (Could not find specs/detail)
5. Induction welded roof system.

**All Under One Roof**

Commercial Roofing Roof Repair & Maintenance Architectural Sheet Metal  
Asph/Flt • Lvl • Membr • Blst • Rls • Ply • Or • Gtl



PO Box 326 Grain Valley, MO 64029 816.847.1032 Fax 816.847.7216 [www.schefersroofing.com](http://www.schefersroofing.com)

**Sheet Metal Flashing and Trim**

**SPECIFIC INCLUSIONS:**

1. Furnish and install 24ga prefinished steel coping cap with continuous cleat.
2. Furnish and install 24ga prefinished steel conductor heads and downspouts.
3. Furnish and install 24ga prefinished steel overflow scupper trim.
4. All colors are bid as manufacturer's standard colors.

**SPECIFIC EXCLUSIONS:**

1. Oil canning is not a cause for rejection.
2. Wood blocking.
3. Demo.
4. Anything not specifically listed above.

**PRICE: \$ 668,853.00**

**Option #1:** Furnish and install additional walk pad at locations to be determined at pre construction meeting.

**PRICE PER LINEAL FOOT: \$ 19.50/LF**

The prices quoted in this proposal are valid for thirty (30) day's from the date appearing on this document

Schefers shall perform the work described herein at the price quoted provided that in the event the price to the roofing contractor for any materials to be used shall increase 5 percent or greater than the price relied upon by the roofing contractor in preparing and submitting this proposal, then the proposal shall be increased to reflect the additional cost of the material to the roofing contractor

We reserve the right to reject this proposal if not awarded in its entirety.

Schefers Roofing Company appreciates the opportunity of submitting this proposal for your review.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Douglas Mackesty", is written over a horizontal line.

Douglas Mackesty  
Vice President  
DJM

EXHIBIT B

### EXHIBIT C

### INSURANCE

CONTRACTOR must provide MANAGER with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in this Agreement.

A. Workers' Compensation and Employer's Liability

1. Statutory requirements in the State of Missouri and Kansas, to include all areas involved in operations covered under the Agreement.
2. Coverage "B" - Employer's Liability, limit - \$1,000,000.
3. Must include Waiver of Subrogation rights against MANAGER and OWNER.

B. Commercial General Liability

1. Commercial General Liability: Form providing coverage not less than that of the occurrence form ISO Standard Commercial General Liability Insurance, including but not limited to bodily injury, property damage, personal injury, independent contractors' products - completed operations (construction risks only) (including Completed Operations for a period of not less than three (3) years), Broad Form Property Damage explosion, collapse and underground, where applicable, incidental malpractice and host liquor legal liability. For those contractors



selling/manufacturing products, Commercial General Liability coverage should be specifically endorsed to include products liability.

2. Combined Limits of Liability: \$1,000,000 each occurrence, \$1,000,000 aggregate.

C. Commercial Auto Policy

1. Commercial Auto Policy form, including all Owned, Non-Owned and Hired Vehicles.
2. Limits of Liability: Combined limits of \$1,000,000 per accident.

D. Umbrella Liability

Such insurance shall provide coverage with limits of not less than \$4,000,000 per occurrence, \$4,000,000 aggregate, in excess of the underlying coverages listed in Paragraphs A, B, and C above.

ADDITIONAL REQUIREMENTS

1. The amount and types of insurance coverages required herein shall not be construed to be a limitation of the liability on the part of the CONTRACTOR or any of its subcontractors.
2. If requested by the MANAGER, a certified copy of the actual policy(s) with appropriate endorsement(s) and other documents shall be provided to the MANAGER.
3. MANAGER and OWNER shall be included as an Additional Insureds on all CONTRACTOR provided coverages listed in Paragraphs B, C, and D.
4. CONTRACTOR shall require the same primary minimum insurance requirements, as listed above, from its subcontractors and suppliers and they shall also comply with the additional requirements listed herein. The CONTRACTOR must obtain a certificate of insurance from each subcontractor before they commence any work on behalf of the MANAGER or at the site. The MANAGER reserves the right to request copies of subcontractor certificates from the CONTRACTOR when deemed necessary as a result of Agreement compliance audits.
5. All insurance coverages required as herein set forth shall be primary and at the sole cost and expense of CONTRACTOR, subcontractor, or suppliers, and all deductibles, premium payments, self-insureds retention or claims fees shall be assumed by, for the account of, and at the sole risk of said CONTRACTOR, subcontractor or supplier. Lack of compliance with these insurance requirements can result in unilateral termination of this Agreement by MANAGER or permit MANAGER to take out and maintain insurance coverages on behalf of the CONTRACTOR, who also agrees to furnish all necessary information thereof and to

pay the cost thereof to the MANAGER immediately upon presentation of a bill. Insurance coverages will be subject to the MANAGER'S approval of adequacy of protection in a form and carrier acceptable to MANAGER with a minimum rating of A:VIII or higher.

6. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation against MANAGER and OWNER, their agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, and their insurers.
7. A Certificate of Insurance evidencing all of the above must be presented to MANAGER prior to commencement of the Services and sixty (60) days prior to policy renewal.
8. The Description portion of the Certificate of Insurance shall provide as follows:

Re: (name of property/project). The insurance companies waive the rights of recovery or subrogation against Manager, Colony Capital, Inc. and all Owner entities listed on Exhibit A-1 (collectively "*Certificate Holder*"), their respective agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, and their insurers (collectively, "*Representatives*"). Certificate Holder and its Representatives shall be included as an Additional Insured on CGL, Auto and Umbrella. The insurance is primary and non-contributing with any insurance that may be carried by Certificate Holder and its Representatives and shall include a contractual liability in support of indemnification clause.

9. The cancellation provision of such Certificate of Insurance shall provide as follows:

"To be effective as to certificate holder, the issuing companies must provide to the below named certificate holder sixty (60) days' written notice prior to any cancellation or material modification of the above-described policies before the expiration dates thereof."